

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # B-13

Urgent

Routine

AGENDA DATE April 26, 2011

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval to Initiate Redistricting of Stanislaus County Supervisorial Districts by Adopting the Project Charter, Forming a Redistricting Steering Committee, Forming a Project Team, Selection of the Ad Hoc Citizen Redistricting Advisory Committee Membership, and Approval for the Chief Executive Officer to Enter into an Agreement with Q2 Data & Research, LLC to Provide Professional Consulting Services for the County's Supervisorial Redistricting Efforts

STAFF RECOMMENDATIONS:

1. Approve the Project Charter, which includes the project budget, and defines the structure, processes, and deliverables of the Supervisorial redistricting project.
2. Approve the Redistricting Steering Committee of Chief Executive Officer Rick Robinson, County Counsel John Doering, Public Works Director Matt Machado, Clerk Recorder/Registrar of Voters Lee Lundrigan, Assessor Dave Cogdill, Planning Director Kirk Ford, Strategic Business Technology Director Marcia Cunningham and Chief Executive Office Staff David Jones, Mark Loeser, and Sandy Regalo.

(Continued on Page 2)

FISCAL IMPACT:

To fund this project, \$100,000 will be transferred from Appropriations from Contingencies to fund project costs, including the Professional Services Contract with Q2 Data & Research, LLC for consulting services, advertising costs, materials and supplies, GIS services, and project contingencies. An itemized estimate of the cost breakdown is included in the Project Charter.

BOARD ACTION AS FOLLOWS:

No. 2011-255

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) X Approved as recommended Note: The names were selected at the Board meeting for the Ad Hoc Citizen
- 2) \_\_\_\_\_ Denied Redistricting Advisory Committee. The individuals representing each of the five
- 3) \_\_\_\_\_ Approved as amended Supervisorial Districts are as follows: District One representatives are Cynthia
- 4) \_\_\_\_\_ Other: Thomlison and Reg Blair Smith; District Two representatives are Dorinda Soiseth

MOTION: and Sharon Silva; District Three representatives are Maggie Mejia and John Erwin III; District Four representatives are Louis Friedman and Luis Bustamante; District Five representatives are Kenny Buehner and William J. Parks; and, the at-large member is Donald Ulrich who resides in District Two.

These individuals will be appointed at the 05/03/2011 Board of Supervisors meeting.



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**STAFF RECOMMENDATIONS (continued):**

3. Approve the Project Team consisting of Dean Wright of County Counsel, Patrick Cavanah and Aaron Rosa of Clerk-Recorder/Elections, Diane Haugh, Peou Kiek, and Aron Harris of Public Works, Juan Gonzalez and Diane Rodrigues of Planning, Don Oppman of the Assessor's Office, Debbie Siebrecht of Strategic Business Technology, David Jones, Mark Loeser, and Sandy Regalo of the Chief Executive Office.
4. Authorize the Project Steering Committee to hold six public meetings in preparation for the Board of Supervisors Public Hearings to be scheduled on August 16, 2011 and August 23, 2011.
5. Authorize the Chief Executive Officer to enter into a professional services contract with the Q2 Data & Research, LLC for consulting services.
6. Authorize the use of \$100,000 in Appropriations and Contingencies by 4/5 vote of the Board of Supervisors, and direct the Auditor-Controller to increase appropriations in the Chief Executive Office – Operations and Services Budget as detailed in the attached Budget Journal form.

**DISCUSSION:**

The project will provide Geographical Information System (GIS) support in newly adopted Board of Supervisor districts required for the County to conform with state and federal law as they relate to redistricting.

State and federal law requires the Board of Supervisors to adjust their supervisorial district boundaries the year following each 10-year federal census. Each district is required by law to be nearly equal in population. The County is required to do an analysis of the existing supervisor districts and adjust the boundaries, using certain criteria, to obtain the desired population balance.

The criteria defined by Elections Code Section 21500 that can be used in determining supervisorial district lines are the following:

- Topography and geography.
- Cohesiveness, contiguity and integrity.
- Compactness of territory and community of interests.

The most recent federal census data is the vehicle used to determine and check the balance of population in each district.

Approval to Initiate Redistricting of Stanislaus County Supervisorial Districts by Adopting the Project Charter, Forming a Redistricting Steering Committee, Forming a Project Team, Selection of the Ad Hoc Citizen Redistricting Advisory Committee Membership, and Approval for the Chief Executive Officer to Enter into an Agreement with Q2 Data & Research, LLC to Provide Professional Consulting Services for the County's Supervisorial Redistricting Efforts  
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This project proposes no major changes to the County's Information Technology (IT) infrastructure or the Geographical Information System (GIS) mapping system.

### Project Critical Delivery Deadlines

The success of the project is dependent on the commitment of those involved to be available during the decision process and the determination of the project team to deliver their portion of the process on time and within budget. Those factors and dates are identified as:

- Board approves project charter and funding for this project April 26, 2011
- Board forms Redistricting Committee April 26, 2011
- Board forms Project Team April 26, 2011
- Board selects Ad Hoc Advisory Committee April 26, 2011
- Board approves Ad Hoc Advisory Committee selection May 3, 2011
- Public Meetings June 13, 14, 15,
- Public Meetings June 28, 29, 30,
- Board holds public hearing on boundaries August 16, 2011
- Board adopts supervisorial district boundaries August 23, 2011

### Elections Timeframe

Election Day	Precinct Modification Begins	Precinct Modification Ends	Notes
2/7/2012	8/1/2011	9/1/2011	Worst Case - Federal/State/Local candidates
2/7/2012	8/31/2011	11/11/2011	Best Case - No Non-Presidential Candidates
3/16/2012	8/31/2011	9/29/2011	
6/5/2012	8/31/2011	12/29/2011	

### Business Drivers/Measurements

The driving force behind the redistricting is conformance with the law, specifically Section 21500 of the Elections Code. The vehicles to accomplish this task are the 2010 Census and the associated redistricting process. The key project measurements of success are:

- The critical delivery dates are met.
- All census block lines shall conform to the County GIS Base Map.
- Census data shall not overlap onto adjacent blocks.
- Querying and reporting tools shall be user friendly and non technical in nature.

Approval to Initiate Redistricting of Stanislaus County Supervisorial Districts by Adopting the Project Charter, Forming a Redistricting Steering Committee, Forming a Project Team, Selection of the Ad Hoc Citizen Redistricting Advisory Committee Membership, and Approval for the Chief Executive Officer to Enter into an Agreement with Q2 Data & Research, LLC to Provide Professional Consulting Services for the County's Supervisorial Redistricting Efforts  
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- All voter precinct boundaries shall conform to the limits identified by Elections and be clearly represented on the GIS map.

### **Project Goals**

The population of each supervisor's district is required to be as nearly equal in population when one factors in topography, geography, cohesiveness, contiguity, integrity and compactness of territory and community of interests. Listed below are the goals for this project:

- Adjust the boundaries to be equally populated within 2 percent.
- Rectify 100 percent of the census blocks with the County GIS Base Map.
- Update operational processes within County departments to ensure the products delivered by this project are maintained and updated on an ongoing basis to an acceptable level of accuracy.

### **Project Charter**

The Project Charter (attached) covers all of the aspects of this project and includes a process to identify and resolve items which require clarification.

### **POLICY ISSUES:**

This project is consistent with the Board Priorities of Efficient Delivery of Public Services and Effective Partnerships. The partnership that will be formed through this project will provide fair and effective representation for all residents of the County, and ensure maximum public participation in the 2011 Supervisorial Redistricting process.

### **STAFFING IMPACT:**

Staff of the Chief Executive Office, County Counsel, Public Works, Clerk Recorder/Registrar of Voters, Assessor, Planning, and Strategic Business Technology departments will support the efforts of the 2011 Supervisorial Redistricting process.

### **CONTACT PERSON:**

Rick Robinson, Chief Executive Officer. Telephone: (209) 525-4305

# County of Stanislaus: Auditor-Controller Legal Budget Journal

Database  
Set of Books

FMSDBPRD.CO.STANISLAUS.CA.US.PROD  
County of Stanislaus

Balance Type	Budget
Category	* List - Text <b>Budget - Upload</b>
Source	* List - Text <b>CEO MEL</b>
Currency	* List - Text <b>USD</b>
Budget Name	List - Text <b>LEGAL BUDGET</b>
Batch Name	Text
Journal Name	Text <b>JV CEO100026</b>
Journal Description	Text <b>Dec Approp for Conting for CEO Redistricting 2011 Project</b>
Journal Reference	Text
Organization	List - Text <b>Stanislaus Budget Org</b>

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit	Credit	Period	Line Description
								incr appropriations decr est revenue (format > number > general)	decr appropriations incr est revenue	Upper case MMM-YY List - Text	Text
	4	7	5	7	6	6	5				
Fb	0100	0016071	89000	0000000	000000	000000	00000		100000	Apr-11	Dec Approp for Conting
Fb	0100	0015110	62400	0004708	000000	000000	00000	10000		Apr-11	Inc Misc. Expense
Fb	0100	0015110	62600	0004708	000000	000000	00000	12500		Apr-11	Inc Approp Office Sup
Fb	0100	0015110	63256	0004708	000000	000000	00000	40000		Apr-11	Inc Contracts Consultants
Fb	0100	0015110	64750	0004708	000000	000000	00000	17500		Apr-11	Inc Marketing-Advtsng
Fb	0100	0015110	73571	0004708	000000	000000	00000	20000		Apr-11	Inc PW GIS Services

**Totals:** 100000 100000

Explanation: \_\_\_\_\_

Requesting Department <i>Mark E. Lucas</i> Signature _____ Date <u>4/22/11</u>	CEO <i>[Signature]</i> Signature _____ Date <u>4/22/2011</u>	Data Entry Keyed by _____ Date _____	Auditors Office Only <i>M. Elliott</i> Approved By _____ Date <u>4/22/11</u>
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# **Stanislaus County Board of Supervisors Redistricting Project Charter 2011**

## **Project Scope**

State and Federal law requires the Board of Supervisors to adjust their supervisorial district boundaries the year following each 10 year federal census. The districts shall be as nearly equal in population when all code requirements are applied. The County is required to do an analysis of the existing supervisor districts and adjust the boundaries, using certain criteria, to obtain the desired population balance.

The criteria defined by Elections Code Section 21500 that can be used in determining supervisorial district lines are the following:

- Topography and geography;
- Cohesiveness, contiguity and integrity;
- Compactness of territory and community of interests of the districts.

The most recent federal census data is the vehicle used to determine and check the balance of population in each district. This project proposes no major changes to the County's Information Technology (IT) infrastructure or the Geographical Information System (GIS) mapping system.

## **Project Critical Delivery Deadlines**

The success of the project is dependent on the commitment of those involved to be available during the decision process and the determination of the project team to deliver their portion of the process on time and within budget. Those factors and dates are identified as:

- |   |                       |
|---|-----------------------|
| • Board approves project charter for this project | April 26, 2011        |
| • Board approves project funding for this project | April 26, 2011        |
| • Board forms Redistricting Steering Committee    | April 26, 2011        |
| • Board forms Project Team                        | April 26, 2011        |
| • Approval of Ad Hoc Citizen Advisory Committee   | May 3, 2011           |
| • Public Meetings                                 | June 13, 14, 15, 2011 |
| • Public Meetings                                 | June 28, 29, 30, 2011 |
| • Board holds public hearing on boundaries        | August 16, 2011       |
| • Board adopts supervisorial district boundaries  | August 23, 2011       |
| • Elections begins to modify precincts            | See table below       |
| • Elections finalizes precinct modifications      | See table below       |

Election Day	Precinct Modification Begins	Precinct Modification Ends	Notes
2/7/2012	8/1/2011	9/1/2011	Worst Case - Federal/State/Local candidates
2/7/2012	8/31/2011	11/11/2011	Best Case - No Non-Presidential Candidates
3/16/2012	8/31/2011	9/29/2011	
6/5/2012	8/31/2011	12/29/2011	

## Data Preparation and Guidelines

The driving force behind the redistricting is conformance with the law, specifically Section 21500 of the Elections Code. The vehicles to accomplish this task are the 2010 Census and the associated redistricting process.

Critical measurement criteria for the project are listed below:

- The critical delivery deadlines are met;
- All census block lines shall conform to the County GIS base map;
- Census data shall not overlap onto adjacent blocks;
- Querying and reporting tools shall be user friendly and non technical in nature;
- All voter precinct boundaries shall be clearly represented on the GIS map and, to the extent practicable, shall conform to the limits identified by Elections.

## Project Goals

The population of each supervisor's district is required to be as nearly equal in population when one factors in topography, geography, cohesiveness, contiguity, integrity, compactness of territory and community of interests. Listed below are the goals for this project:

- Adjust the boundaries to be equally populated within two percent;
- Rectify 100 percent of the census blocks with the County GIS base map;
- Update operational processes within County departments to ensure the products delivered by this project are maintained and updated on an ongoing basis.

## Project Deliverables

Specific deliverables provided by this project are:

- Accurate up-to-date Supervisorial district boundaries, descriptions and maps as required by law;

- A County geographical information system (GIS) base map with reconciled census tract boundaries and supporting 2010 Census data;
- A County GIS base map overlay with all newly adjusted associated elective boundaries;
- Voter precincts and maps reconciled with the newly adjusted elective boundaries and census data;
- Intranet access to the maps by the Redistricting Steering Committee, Project Team and Elections Department;
- Ongoing district layer edits to be performed by County GIS.

The Project Team will deliver the information to the clients via the intranet and will be responsible for the accuracy of the data published by said system.

### **Elections Timeframe**

According to law, supervisor districts must be adjusted and adopted by the Board of Supervisors prior to November 1 of the year following the taking of the 10 year federal census. As the census was taken in 2010, the redistricting project must be completed no later than November 1, 2011. However, as candidates can file to run for offices in the February 2012 elections on October 17, 2011, and can also start collecting signatures on petitions to reduce their filing fees on September 2, 2011, it is this project's goal to have the redistricting maps effective by this September date. With this goal in mind, the following critical time line has been produced:

Election Day	Signatures In-Lieu Begin	Nominations Begin	Precinct Modification Begins	Precinct Modification Ends	Notes
2/7/2012	9/2/2011	10/17/2011	8/1/2011	9/1/2011	Worst Case - Federal/State/Local candidates
2/7/2012	N/A	N/A	8/31/2011	11/11/2011	Best Case - No Non-Presidential Candidates
3/16/2012	9/30/2011	11/14/2011	8/31/2011	9/29/2011	
6/5/2012	12/30/2011	2/13/2012	8/31/2011	12/29/2011	

### **Statement of Work**

The work consists of adopting this project charter which provides the frame work for a successful project, including the formation of a Redistricting Steering Committee and a Project Team. The goal is to provide input to the Board of Supervisors on the realignment of the supervisorial district boundaries allowing the Board to adopt new boundaries in accordance with the requirements of the law. Additionally, the project will provide the tools required for the Elections Department to adjust its voter precinct lines to conform to the newly adopted election boundaries and the 2010 Census data.

The work required to successfully complete this project is as follows:



### Project Team

- Coordinate resource allocation;
- Monitor the project schedule;
- Provide technical assistance to the Redistricting Steering Committee;
- Provide technical assistance to the Citizen Advisory Committee.

### Redistricting Steering Committee

- Investigate the changes within the County per the 2010 Census data;
- Produce supervisorial district alternatives within required guidelines;
- Obtain public input on the redistricting process;
- Consider, evaluate and incorporate public input;
- Finalize options for Board consideration;
- Provide guidance to the Board on redistricting issues.

### Ad Hoc Citizen Redistricting Advisory Committee

- Represent each of the five supervisorial districts;
- Serve in an advisory capacity to the Board of Supervisors;
- Investigate the changes within the County per the 2010 Census data;
- Produce up to two supervisorial district alternatives for consideration of the Board of Supervisors;
- Work in collaboration with the Redistricting Steering Committee.

County departments as a whole provide availability and access to departmental resources required to meet the critical time line of this project:

### Public Works

- Overlay the current supervisorial districts on the 2010 Census information;
- Incorporate, rectify and adjust the 2010 Census block boundaries with the County GIS base map;
- Incorporate the adopted supervisorial districts onto the County GIS base map;
- Incorporate all Districts which conduct elections with registered voters into the GIS system when made available;
- Provide peer review of data, systems and processes throughout the project;
- Participate in meetings as required;
- Provide additional GIS assistance as required;
- Provide technical assistance to the project team as required.

Strategic Business Technology & Planning Department

- Provide peer review of data, systems and processes throughout the project;
- Participate in meetings as required;
- Provide additional GIS assistance as required;
- Provide technical assistance to the project team as required.

Project Sponsor

- Provide guidance to the Project Team and Redistricting Committee;
- Act as liaison between various County Departments when needed.

County Counsel

- Act as a technical resource to the project team and the Redistricting Committee on items of law as they relate to redistricting.

Board of Supervisors

- Approve this project charter at its April 26, 2011 meeting;
- Provide funding for the successful completion of the redistricting process;
- Adopt adjusted supervisorial district boundaries at its August 23, 2011 meeting.

Elections

- Create new precinct boundaries as approved by Elections onto the County GIS base map;

**Project Costs**

• Public Works Staff	\$20,000
• Materials and Supplies	\$12,500
• Advertising	\$17,500
• Consulting Services	\$40,000
• Project Contingencies	<u>\$10,000</u>
• Total	\$100,000

**Responsibilities**

The following integral members of the redistricting process responsibilities are:

- Project Client Board of Supervisors.  
Authorize the project, approve necessary funding and adopt new Supervisorial District Boundaries;
- Project Sponsor Rick Robinson, Chief Executive Officer.  
Provide direction and liaison between various agencies;
- Project Team Various County departments and resources.  
Provide guidance and decision making on the variety of items leading to a successful outcome.

### **Risk Management Plan**

The following items are considered risks to the success of the project resulting in missed deadlines or slippage in the critical timeline. The following lists such items and mitigation strategies to reduce them to a minimum:

#### Inaccuracy of data

While the project can ensure accuracy of the existing data, we have little control over the data we receive from outside sources. To minimize this risk, a data validation process will be performed before the data is incorporated into the system.

#### Delay in decision-making

It is critical to maintain the timelines of the project and to ensure on-time delivery. The project schedule shall be continually monitored and reported on for possible slippage to reduce this risk to a minimum. Additionally, a subset of Project Team members will meet weekly to monitor the schedule.

#### Loss of Project Team members

A multifunctional team is proposed for this project. This will reduce the risk associated with this item. Team member vacancy replacement shall be a high priority.

#### Insufficient funding

Timely approval of the funding is critical to meet the required delivery timeline.

#### Unfulfilled Commitments

The major keys to the success of the project are commitment to delivery by the vendors and the project team. While there are processes to ensure vendor commitment, it is essential that management in the various departments assures the full participation of their staff in the team process.

#### External dependencies

Of major concern is the ability of the political process at the state and federal level to deliver the revised boundaries for federal and state representative, senate, and assembly districts.

#### Clarity of legislation

This risk will be mitigated through the efforts of the County Counsel.

### **Quality Management**

The project will have an extensive quality assurance process implemented.

- Existing data and external data will be validated by members of the project team before it is incorporated into the project;
- Output data will be checked by the team prior to its being finalized or subjected to public review;
- Project Quality will be addressed as a separate agenda item at each project meeting.

### **Scope Management**

As the timeline for the project to deliver its product by the target dates is short, the scope of this project must not be changed. Any issues, requirements or scope changes will be evaluated and assessed against the timeline for the project. If the proposed change affects the delivery dates in an adverse fashion, it will be forwarded to the project sponsor with the impact assessment.

### **Issues Management**

To meet the tight schedule required by the process, issues must be resolved quickly. All issues will be evaluated against the project schedule. Issues threatening the schedule will be resolved within 24 hours or a mitigation plan to reduce the effect on the schedule shall be implemented. Issues deemed not to be a threat to the schedule will be resolved as necessary. Issues management will require the commitment of the Project Team, Project Sponsor and the various resources to the timeline.

### **Change Management**

A project starts out as a fully planned entity. In reality, as time passes, slippage and issues arise somewhat changing the direction of the project. To reduce this occurrence, it is imperative that the Project Team and all involved in the process are focused on the goals and delivery dates of the project. The project manager shall

monitor the direction of the project and keep the team informed of items affecting the direction of the outcome.

### **Impact Assessment**

The law requires that the Board of Supervisors adopt new boundaries by November 1, 2011. If it does not, a committee defined by Elections Code is appointed to adjust the boundaries without input from the Board. The dates detailed above allow for the boundaries to be in place prior to elective candidates requesting filing information from Elections. Extending these dates would reduce the time frame candidates have between the proposed dates for initial filing and the primary elections.

### **Security Requirements**

The project will use the security infrastructure currently in place in the County's wide area network and will incorporate user identification and password protection. Sensitive data passing outside of this network will be either encrypted or personally delivered to its destination.

### **Information Integrity Requirements**

The integrity and maintenance of the data is an ongoing function of various departments and resources involved in the project. Those involved are:

#### Assessor:

The Assessor will provide parcel CAD drawings to Planning for the updating of the parcel layer.

#### Planning

The line work for the County GIS parcel will be updated by Planning.

#### Public Works:

County GIS base map centerline layers are maintained and updated;  
County GIS base map layers such as city limits, etc., are maintained and updated;  
County GIS base map layers are updated to reflect updated parcel layer.

#### Elections:

Continuous monitoring and changes to the voter precincts;  
Precinct layers are updated and maintained by Elections.

#### Strategic Business Technology:

SBT will provide maintenance and updating of infrastructure and software. Back-up of data for data protection will be provided.

## **Project Methodology, Procedures and Tools**

The project can be broken down into two components: the Supervisorial district process and the elections process.

Elements will include:

- Confirm accuracy of parcel layer;
- Confirm accuracy of elections layer;
- Confirm accuracy of current Supervisorial Districts;
- Acquiring and formatting census data and block data;
- Make any additional preparations, including peer review, that would assure data accuracy and preparedness for movement of District lines;
- Create options for County Supervisors' approval;
- Elections to update precincts in Election Management System.

The following items shall be implemented to ensure team focus:

- The Project Team will meet formally weekly;
- The Project Team will report to the Project Sponsor every two weeks.

## **Project Structure**

Board of Supervisors  
All Board Members

Redistricting Steering Committee  
CEO, Rick Robinson  
County Counsel, John Doering  
Public Works, Matt Machado  
Clerk Recorder/Registrar of Voters, Lee Lundrigan  
Assessor, Dave Cogdill  
Planning, Kirk Ford  
SBT, Marcia Cunningham  
CEO Staff, Sandy Regalo  
CEO Staff, Mark Loeser  
CEO Staff, David Jones

Project Manager

David Jones, Chief Executive Office

Project Team

Chief Executive Office	David Jones
Chief Executive Office	Mark Loeser
Chief Executive Office	Sandy Regalo
County Counsel	Dean Wright
Elections	Patrick Cavanah
Elections	Aaron Rosa
Public Works	Diane Haugh
Public Works	Peou Khiek
Public Works	Aron Harris
Planning	Juan Gonzalez
Planning	Diane Rodrigues
Assessor	Don Oppman
Strategic Bus. Technology	Debbie Siebrecht

**Project Team Values**

The Project Team's values are modeled from those of the County and are:

- Respect the communities and the individuals we serve;
- Model leadership;
- Promote personal responsibility, integrity and accountability;
- Encourage and support innovation;
- Promote collaboration and teamwork;
- Support personal development;
- Reward and celebrate excellence;
- Give proper recognition for a job well done;
- Take pride in our work.

**Roles and Responsibilities**

Board of Supervisors

The Board is responsible for the approval of this project charter, funding authorization and the adoption of the realigned district boundaries.

Redistricting Committee

The committee investigates the changes within the County per the 2000 Census data and will produce supervisorial district alternatives within required guidelines. They will obtain public input on the redistricting process and consider, evaluate and incorporate said input into their alternatives. Additionally, they will finalize options for Board consideration and provide guidance to the Board on redistricting issues.

### Public Works

Public works will supply mapping resources and technical assistance. The Department will work closely with the Project Team to ensure Supervisorial districts are updated per the individual Department requirements and the requirements of law. Public Works will supply assistance and support on the technology requirements necessary to implement the project in a timely manner.

### Strategic Business Technology

Provide peer review assistance and support to the project team as needed. Strategic Business Technology will supply assistance and support on the technology requirements necessary to implement the project in a timely manner.

### Elections

Elections staff are the technical resource on the election process and the intricacies of providing election services to the community. Staff will work closely with the Project Team to ensure Election precinct maps are updated per the requirements of law.

### Planning

Planning provides expertise and knowledge of the area demography.

### Chief Executive Office

CEO will provide project sponsorship and liaison between the various County departments, the Board of Supervisors and the Project Team to ensure all work is performed in a cooperative manner to achieve the desired goal. CEO Office staff will also serve as Project Manager.

### Assessor

The Assessor provides expertise and knowledge of the assessment values of various areas.

### **Resource Availability**

Due to the short time frame and critical delivery dates required of this project, department heads of the various project members must ensure that staff is allowed sufficient time to work on the project as the need arises.

### **Business Case**

Benefits of the project:

- Assists the County in complying with the law;
- Provides information that is accessible to those needing it;



- Enables lawful compliance with the least cost.

### **Post Implementation Requirements**

The following are required or will continue after the end date of the project:

- Post implementation review. The project will be reviewed by the Project Team 4 to 6 weeks after its closing date to evaluate the effectiveness of its processes, methodology and results;
- Departments shall continue with the required processes for continual support of the County GIS base map.

### **Related Documents**

The following documents are attached and made a part of this charter by reference:

- Elections Code Section 21500

## FORM OF PROFESSIONAL SERVICES AGREEMENT

This Agreement for **Professional Services** is made and entered into by and between the **County of Stanislaus** ("County") and **Q2 Data & Research, LLC** ("Consultant"), on April 26, 2011.

### Introduction

WHEREAS, the County has a need for professional services related to the Redistricting of Supervisorial district lines pursuant to Elections Code Section 21500-21506; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

### Terms and Conditions

#### 1. Scope of Work

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Q2 Data & Research, LLC  
Redistricting  
April 26, 2011

Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

## 2. Consideration

2.1 The Consultant shall be compensated on a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social  
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Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

6.1 Consultant shall take out, and maintain during the life of this Agreement,

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insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related

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investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

6.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

6.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

6.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9 Consultant shall require that all of its subcontractors are subject to the  
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insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

## 7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and  
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unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

## 8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.



8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

## 10. Confidentiality

The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

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11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Chief Executive Office  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, California, 95354

To Consultant: Q2 Data & Research, LLC  
1225 Peralta Street  
Oakland, California, 94607

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has  
Q2 Data & Research, LLC  
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received independent legal advice from its attorneys or the opportunity to seek such advice.

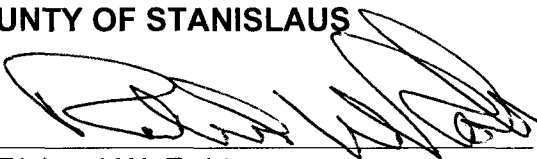
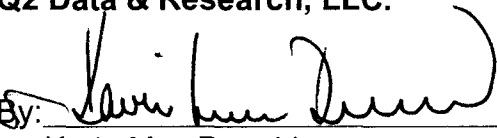
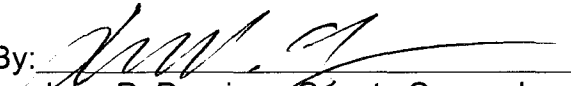
20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

<p><b>COUNTY OF STANISLAUS</b></p> <p>By:  Richard W. Robinson, Chief Executive Officer</p> <p>"County"</p>	<p><b>Q2 Data &amp; Research, LLC.</b></p> <p>By:  Karin Mac Donald</p> <p>"Consultant"</p>
<p>APPROVED AS TO FORM:</p> <p>By:  John P. Doering, County Counsel</p>	

V:\DATA\PUBLIC\Counsel\CONTRACT\PROF-SERV Agmt.wpd

## EXHIBIT A

### A. SCOPE OF WORK

The Consultant shall provide the following services under this Agreement for Professional Services between the **County of Stanislaus** and **Q2 Data & Research, LLC** ("Consultant"):

#### (1) Public Meetings:

(a) Consultant shall work with designated county staff to design up to six Public Meetings to obtain public input, and generate interest and information for the redrawing of the Supervisorial district boundaries.

(b) Consultant shall provide a short formal presentation for the public on the scope, purpose, timelines and legal issues of the redistricting process.

(c) Consultant shall facilitate the meeting in collaboration with the Ad Hoc Advisory Committee on Redistricting, and request input from the public on the "community of interest" criterion as provided for in the State of California Elections Code. Consultant shall advise county GIS and support staff on how to visualize and capture that information for analysis.

Consultant shall not be responsible for providing GIS assistance or outreach functions.

#### (2) Ad-Hoc Citizens Advisory Committee Orientation:

Consultant shall provide a 4-hour training for the Ad Hoc Advisory Committee on Redistricting, using a modified version of an existing training presentation (tailored to county redistricting)

The orientation shall include the definition of the roles and responsibilities of the Ad Hoc Advisory Committee on Redistricting as adopted by the Board of Supervisors.

The orientation is anticipated to provide each advisory member a base foundation so that they may actively engage and participate during public hearings.

#### (3) Fact sheet Development:

Consultant shall develop a Fact Sheet on Redistricting pursuant to the State of California Election Code, including redistricting criteria and an overview of Communities of Interest along with illustrative examples.

#### (4) Federal Voting Rights Act:

In consultation with county GIS staff, consultant will help identify potential Voting Rights

Act Issues pertaining to Supervisorial Districts in Stanislaus County and Redistricting Efforts in 2011. Consultant shall not be responsible for providing legal assistance and advice.

(5) Attendance at Board of Supervisors Meetings:

Consultant shall attend two Board of Supervisors public meetings at which the role of the consultant and the methodologies used may be discussed;

(6) Technical Analysis of Redistricting Proposals:

Consultant shall work with county GIS staff to provide professional technical analysis of up to five (5) Redistricting proposals that will be considered by the Board of Supervisors, to ensure each proposal meets the legal requirements set forth in the California Election Code, the U.S. Constitution and the Federal Voting Rights Act.

**B. COMPENSATION**

The Consultant shall be compensated for the services provided under this Agreement as follows:

(1) Lump Sum Compensation. Consultant will be compensated on a lump sum basis for Task Nos. 1-5 in the amounts set forth below:

Task 1: Public Meetings

Fixed Price to facilitate 6 2-hour public input hearings in locations throughout Stanislaus County	\$6,300
Working with staff on GIS and input capture	\$ 600
	=====
Total	\$6,900

(Price for each additional hearing: \$1050)

Task 2: Ad Hoc Citizens Advisory Committee Orientation

Total	\$1,500
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Task 3: Fact sheet

Total	\$ 750
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Task 4: Federal Voting Rights Act

Total	\$ 450
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Task 5: Attendance at Board of Supervisors Meetings

Total	\$ 1,800
Subtotal for Tasks 1-5	\$ 11,400

(2) Time and Materials Compensation. Consultant will be compensated for Task No. 6 as set forth in Section A above on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the rate of \$150 per hour. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the performance period set forth in this Agreement.

(3) Expenses. In addition to the fees set forth in Section B.1 and B.2 above, Consultant shall be reimbursed for the following items, plus any expenses agreed by the parties as set forth in the Consultant's Proposal attached hereto, that are reasonable, necessary and actually incurred by the Consultant in connection with the services:

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Consultant.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) Mileage expense for travel to perform Task Nos.1, 2, 5 and 6 reimbursed at current rates set forth in the County Travel Policy (\$0.51 per mile).

(4) Not to Exceed. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$40,000, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

**DECLARATION OF PUBLICATION  
(C.C.P. S2015.5)**

**COUNTY OF STANISLAUS  
STATE OF CALIFORNIA**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am a printer and principal clerk of the publisher of **THE MODESTO BEE**, which has been adjudged a newspaper of general circulation by the Superior Court of the County of **STANISLAUS**, State of California, under the date of **February 25, 1951, Action No. 46453**. The notice of which the annexed is a printed copy has been published in each issue thereof on the following dates, to wit:

**Vida En El Valle Publication  
JUNE 8, 2011**

I certify (or declare) under penalty of perjury that the foregoing is true and correct and that this declaration was executed at **MODESTO**, California on

**JUNE 8, 2011**

*Marie Dickman*

(Signature)

**Stanislaus County Redistricting Public Meetings  
Reunión Publica De Redistribución del Condado de Stanislaus**

Date	Time	Community	Place
June 13, 2011	6:00 pm - 8:00 pm	Turlock	Turlock City Hall Yosemite Room 156 South Broadway, Turlock, CA
June 14, 2011	6:00 pm - 8:00 pm	Riverbank	Scout Hall 3017 High Street Riverbank, CA
June 15, 2011	6:00 pm - 8:00 pm	Patterson	Patterson City Hall 1 Plaza Patterson, CA
June 28, 2011	6:00 pm - 8:00 pm	East Modesto	Modesto Senior Center 211 Bodem St Modesto, CA
June 29, 2011	6:00 pm - 8:00 pm	West Modesto	King Kennedy Center 601 S Martin Luther King Modesto, CA
June 30, 2011	6:00 pm - 8:00 pm	Salida	Salida Fire Station #1 4820 Salida Blvd Salida, CA

The United States Census count has been completed and the process of redistricting has begun at many levels of government. Stanislaus County is beginning to evaluate County Supervisorial districts to see where lines should be re-drawn. Residents of Stanislaus County are encouraged to attend one of many public meetings that will be held to discuss the redistricting of the five County Supervisorial Districts.

El cuento del censo de los Estados Unidos se ha completado y el proceso de redistribución se ha iniciado en varios niveles de gobierno. El Condado de Stanislaus ha comenzado a evaluar los distritos del condado supervisorial para ver donde las líneas deben ser redibujadas. Se les invita a los residentes del condado de Stanislaus que atiendan una de varias juntas publicas adonde se discutira la redistribución de cinco distritos supervisados.

To submit redistricting information/para enviar redistribución información:  
1010 Tenth Street, Suite 6800 Modesto, CA 95354  
email: [redistricting@stancounty.com](mailto:redistricting@stancounty.com) or fax: (209) 544-6226



for more information/para mas informacion  
[www.stancounty.com/redistricting](http://www.stancounty.com/redistricting)



# County of Stanislaus

## 2011 Supervisorial Redistricting Project

April 26, 2011

**PowerPoint Presentation**



County of Stanislaus  
2011 Supervisorial Redistricting Project

## Statewide Requirement

- Board of Supervisors required to adjust their supervisorial district boundaries the year following each 10-year federal census
- Each district is required by law to be nearly equal in population
- The County is required to do an analysis of the existing supervisorial districts and adjust the boundaries, using certain criteria, to obtain the desired population balance



County of Stanislaus  
2011 Supervisorial Redistricting Project

# Criteria used in determining Supervisorial District lines

- Topography and geography
- Cohesiveness, contiguity and integrity
- Compactness of territory and community of interests

*The most recent federal census data  
is the data used to determine population in each  
Supervisorial district*



County of Stanislaus  
2011 Supervisorial Redistricting Project

## Critical Project Delivery Dates/Deadlines

<b>Board approves project charter/funding</b>	<b>April 26, 2011</b>
<b>Board forms Redistricting Committee</b>	<b>April 26, 2011</b>
<b>Board forms Project Team</b>	<b>April 26, 2011</b>
<b>Board selects Ad-Hoc Advisory Committee</b>	<b>April 26, 2011</b>
<b>Board approves Ad-Hoc Advisory</b>	<b>May 3, 2011</b>



## Critical Project Delivery Dates/Deadlines

<b>Public meetings</b>	<b>June 13, 14, 15, 2011</b>
<b>Public meetings</b>	<b>June 28, 29, 30, 2011</b>
<b>Board public hearing on boundaries</b>	<b>August 16, 2011</b>

**Board adopts supervisorial district boundaries  
August 23, 2011**



**County of Stanislaus  
2011 Supervisorial Redistricting Project**

# Elections Timeframe

Election Day	Precinct Modification Begins	Precinct Modification Ends	<u>Notes</u>
2/7/2012	8/1/2011	9/1/2011	Worst Case - Federal/State/Local candidates
2/7/2012	8/31/2011	11/11/2011	Best Case - No Non-Presidential Candidates
3/16/2012	8/31/2011	9/29/2011	
6/5/2012	8/31/2011	12/29/2011	



County of Stanislaus  
2011 Supervisorial Redistricting Project

## Project Goals

The population of each supervisorial district is required to be as nearly equal in population when factoring:

Topography, geography, cohesiveness, contiguity, integrity, compactness of territory, and community of interests

The goals for this project are:



County of Stanislaus  
2011 Supervisorial Redistricting Project

# Project Goals

- Adjust the boundaries to be equally populated within 2 percent
- Rectify 100 percent of the census blocks with the County GIS Base Map
- Update operational processes within County departments to ensure the products delivered by this project are maintained and updated on an ongoing basis to an acceptable level of accuracy



County of Stanislaus  
2011 Supervisorial Redistricting Project



# Project Charter

The Project Charter covers all of the aspects of the project and includes a process to identify and resolve items which require clarification



County of Stanislaus  
2011 Supervisorial Redistricting Project

## Project Deliverables

- Accurate up-to-date Supervisorial district boundaries, descriptions and maps
- A County geographical information system (GIS) base map with reconciled census tract boundaries and supporting 2010 Census data
- A County GIS base map overlay with all newly adjusted associated elective boundaries



## Project Deliverables

- Voter precincts and maps reconciled with the newly adjusted elective boundaries and census data
- Intranet access to the maps by the Redistricting Steering Committee, Project Team and Elections Department
- Ongoing district layer edits to be performed by County GIS as information is provided to them



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## Project Team

- Coordinate resource allocation
- Monitor the project schedule
- Provide technical assistance to the Redistricting Steering Committee
- Provide technical assistance to the Citizen Advisory Committee



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## Redistricting Steering Committee

- Investigate population changes based on 2010 census data
- Produce supervisorial district alternatives within guidelines
- Obtain public input on the redistricting process
- Consider, evaluate and incorporate public input
- Finalize options for Board consideration
- Provide guidance to the Board on redistricting issues



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# Ad-Hoc Citizen Redistricting Advisory Committee

- Authorized by the Board on April 5, 2011
- Application period April 6 – 20, 2011
- 11 registered voters of the County
- Serve in an advisory capacity to the Board of Supervisors
- May separately submit up to 2 alternative plans



# Ad-Hoc Citizen Redistricting Advisory Committee

- One member from each district selected by the Board Member
- One member from each district selected at random
- One member selected at random from remaining qualified applicants
- Members to be identified on April 26, 2011
- Formal appointment on May 3, 2011



# Ad-Hoc Citizen Redistricting Advisory Committee

- Attend and participate in community meetings
- Work with Redistricting Steering Committee
- Meet with County staff to participate in the development of supervisorial district lines



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## Project Client - Board of Supervisors

- Approve Project Charter
- Authorize funding for the redistricting process
- Adopt adjusted supervisorial district boundaries

## Project Sponsor –Chief Executive Officer

- Provide guidance to Charter working groups
- Act as liaison between various County departments

## County Counsel

Technical and legal resource to the project team and the Redistricting Committee



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## County Agency Responsibilities

Project Client - Board of Supervisors

Project Sponsor - Chief Executive Officer

Project Manager - David Jones, Sr. Management Consultant

Project Team – Staff from CEO, County Counsel, Elections, Public Works, Planning, Assessor, SBT

### Steering Committee

Chief Executive Officer, County Counsel, Public Works Director, Clerk Recorder/ Registrar of Voters, Assessor, Planning Director, SBT Director, David Jones, Sandy Regalo, Mark Loeser



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## Public Works

- Overlay the current supervisorial districts on the 2010 census information
- Adjust 2010 census block boundaries with the County GIS base map
- Incorporate adopted supervisorial districts onto the County GIS base map
- Incorporate district boundaries into the GIS system, when made available, for those districts that conduct elections.
- Provide technical assistance to the project team as required



## Strategic Business Technology & Planning Department

- Peer review of data, systems and processes
- GIS assistance as required
- Other technical assistance to the project team

### Elections

- Support to working groups on elective district boundaries
- Create new precinct boundaries, as approved by Elections, onto the County GIS base map



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# Consultant Services – Q2 Data & Research, LLC

*Highly regarded – The State’s Redistricting Commission has selected Q2 as the Consultant to assist with the Redistricting mapping functions.*

## Scope of work

### Public Meetings:

- Assist in the design of up to six public meetings
- Short formal presentation for the public on the scope, purpose, timelines and legal issues of the redistricting process
- Facilitate the public meetings in collaboration with the Ad-Hoc Advisory Committee on Redistricting, and request input from the public on the “community of interest” criterion as provided for in the State of California Elections Code
- Advise county GIS and support staff on visualizing and capturing information for analysis



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# Consultant Services – Q2 Data & Research, LLC

## Scope of work

- Provide Ad-Hoc Citizens Advisory Committee orientation – four hour training for the Ad-Hoc Advisory Committee on Redistricting
- Fact Sheet Development - develop a fact sheet on redistricting pursuant to the State of California Election Code, including redistricting criteria and an overview of communities of interest along with illustrative examples
- Federal Voting Rights Act - Help identify potential Voting Rights Act issues pertaining to supervisorial districts in Stanislaus County and redistricting efforts in 2011



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# Consultant Services – Q2 Data & Research, LLC

## Scope of work

- Attend two Board of Supervisors public hearings - discuss role of the consultant and the methodologies used
- Technical analysis of redistricting proposals
- Consultant will work with county GIS staff to provide professional technical analysis of up to five (5) redistricting proposals that will be considered by the Board of Supervisors, to ensure each proposal meets the legal requirements set forth in the California Election Code, the U.S. Constitution and the Federal Voting Rights Act



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## Estimated Project Budget

Public Works Staff	\$20,000
Materials and Supplies	\$12,500
Advertising	\$17,500
Consulting Services	\$40,000
Project Contingencies	<u>\$10,000</u>
Total	\$100,000



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# Recommendations

1. Approve the Project Charter, which includes the project budget, and defines the structure, processes, and deliverables of the Supervisorial redistricting project
2. Approve the Redistricting Steering Committee of Chief Executive Officer Rick Robinson, County Counsel John Doering, Public Works Director Matt Machado, Clerk Recorder/Registrar of Voters Lee Lundrigan, Assessor Dave Cogdill, Planning Director Kirk Ford, Strategic Business Technology Director Marcia Cunningham and Chief Executive Staff David Jones, Mark Loeser, and Sandy Regalo



## Recommendations

3. Approve the Project Team consisting of Dean Wright of County Counsel, Patrick Cavanah and Aaron Rosa of Clerk-Recorder/Elections, Diane Haugh, Peou Kiek, and Aron Harris of Public Works, Juan Gonzalez and Diane Rodrigues of Planning, Don Oppman of the Assessor's Office, Debbie Siebrecht of Strategic Business Technology, David Jones, Mark Loeser, and Sandy Regalo of the Chief Executive Office
4. Authorize the Chief Executive Officer to enter into a professional services contract with the Q2 Data & Research, LLC for consulting services



## Recommendations

5. Authorize the Project Steering Committee to hold six public meetings in preparation for the Board of Supervisors Public Hearings to be scheduled on August 16, 2011 and August 23, 2011
  
6. Authorize the use of \$100,000 in Appropriations for Contingencies by 4/5 vote of the Board of Supervisors, and direct the Auditor-Controller to Increase appropriations in the Chief Executive Office – Operations and Services Budget as detailed in the attached Budget Journal form



Questions?



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# Selection of Ad-Hoc Citizen Redistricting Advisory Committee

Selection to be made from Qualified Applicants  
(Must be a registered voter)

- Board Member Selections – One member from each District
- Random District Selections – One member from each District
- Random Countywide Selection - One member from remaining applications

Formal Committee Appointment will be by Board  
Action on May 3, 2011



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